

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 43
2. Contract No.		3. Solicitation No. DAAA09-02-R-0182		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003JAN13	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ OSC AMSOS-CCC ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:30pm (hour) local time 2003FEB12 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name SHIRLENE WISE E-mail address: WISES@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3764
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	27
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	18	X	J	List of Attachments	32
X	D	Packaging and Marking	19	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	20	X	K	Representations, Certifications, and Other Statements of Offerors	33
X	F	Deliveries or Performance	24				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	38
X	H	Special Contract Requirements	25	X	M	Evaluation Factors for Award	41

OFFER (Must be fully completed by offeror)

FMS REQUIREMENT

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

ITEM: M548 Metal Box
NSN: 8140-00-739-0233
P/N: 7258943

1. This solicitation requires a total quantity of 30,846 each M548 metal boxes. It is set aside 100% for small business concerns. Proposals are to be prepared and submitted with First Article Testing, F.O.B. Destination, with a 200% evaluated option.

2. A best value approach shall be employed to evaluate proposals submitted in response to this RFP. Price and recent, relevant past performance shall be the evaluation factors employed. Under the best value approach, the Government is not bound to make an award to the lowest priced evaluated offer in the event that recent, relevant past performance (i.e. timeliness of delivery and quality) justifies the payment of a premium (see Sections L and M). For the purposes of this evaluation, please provide the information specified in the applicable provision. Award may be made on the basis of initial proposals as submitted, without discussions.

3. A pre-award survey will be required.

4. Offerors are advised to review the technical data package (TDP) prior to submitting a proposal. This summary is provided for administrative purposes only and is not to be used as a basis for preparing an offer; provisions of the solicitation and TDP shall prevail.

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	JAN/2000
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: SOSMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. Earl Fox, Attn: SIORI-AP
Rock Island, Illinois 61299-5000
(309) 782-7625
siori-co-bd@ria.army.mil

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 43
	PIIN/SIIN DAAA09-02-R-0182	MOD/AMD	
Name of Offeror or Contractor:			

Watervliet Arsenal
Mr. Michael Flaherty, Attn: SOSWV-ODP
Waterlviet, New York 12189-4050
(518) 266-3918
flaherty@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
	OSC		

(End of clause)

(AS7000)

A-5	52.252-4500	FULL TEXT CLAUSES	SEP/1997
	OSC		

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).
2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS Supplies or Services and Prices/Costs SECURITY CLASS: Unclassified PRODUCTION QUANTITY NOUN: M548 METAL BOX Description/Specs./Work Statement TOP DRAWING NR: 7258943 DATE: 01-MAY-2002 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin	30846	EA	\$ _____	\$ _____
0001AA	FIRST ARTICLE TEST NOUN: FIRST ARTICLE TEST REPORT Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 30 Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0120 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
0001AB	PRODUCTION QUANTITY W/FIRST ARTICLE NOUN: M548 METAL BOX PRON: J52B0D14M2 PRON AMD: 03 AMS CD: ZXY002 FMS CASE IDENTIFIER: AT-B-ZXY Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 5 of 43
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<div> DOC SUPPL </div> <div> REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD </div> <div> 001 W52PlJ21053B01 CDARGK M 3 </div> <div> DEL REL CD QUANTITY DAYS AFTER AWARD </div> <div> 001 568 0180 </div> <div> </div> <div> FOB POINT: Destination </div> <div> SHIP TO: PARCEL POST ADDRESS </div> <div> (CDARGK) XR SECURITY SIGNALS INC </div> <div> 9509 MACON RD </div> <div> CORDOVA TN 38018-6511 </div> <div> </div> <div> PRODUCTION QUANTITY W/FIRST ARTICLE </div> <div> NOUN: M548 METAL BOX </div> <div> PRON: J52B0D79M2 PRON AMD: 02 </div> <div> AMS CD: UAP005 </div> <div> FMS CASE IDENTIFIER: HU-B-UAP </div> <div> </div> <div> Packaging and Marking </div> <div> </div> <div> Inspection and Acceptance </div> <div> INSPECTION: Origin ACCEPTANCE: Origin </div> <div> </div> <div> Deliveries or Performance </div> <div> DOC SUPPL </div> <div> REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD </div> <div> 001 W52PlJ21653B09 CDARGK M 3 </div> <div> DEL REL CD QUANTITY DAYS AFTER AWARD </div> <div> 001 335 0180 </div> <div> </div> <div> FOB POINT: Destination </div> <div> SHIP TO: PARCEL POST ADDRESS </div> <div> (CDARGK) XR SECURITY SIGNALS INC </div> <div> 9509 MACON RD </div> <div> CORDOVA TN 38018-6511 </div>				
0001AD	<div> PRODUCTION QUANTITY W/FIRST ARTICLE </div> <div> NOUN: M548 METAL BOX </div> <div> PRON: J52B0A67M2 PRON AMD: 02 </div> <div> AMS CD: ZXY001 </div> <div> FMS CASE IDENTIFIER: AT-B-ZXY </div> <div> </div> <div> Packaging and Marking </div> <div> </div> <div> Inspection and Acceptance </div> <div> INSPECTION: Origin ACCEPTANCE: Origin </div> <div> </div> <div> Deliveries or Performance </div> <div> DOC SUPPL </div> <div> REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD </div> <div> 001 W52PlJ21653B01 CDARGK M 3 </div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 6 of 43
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<div data-bbox="261 279 824 327"> <div>DEL REL CD</div> <div>001</div> <div>QUANTITY</div> <div>325</div> <div>DAYS AFTER AWARD</div> <div>0180</div> </div> <div data-bbox="261 386 513 407"> FOB POINT: Destination </div> <div data-bbox="261 441 779 539"> SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARGK) XR SECURITY SIGNALS INC 9509 MACON RD CORDOVA TN 38018-6511 </div> <div data-bbox="261 651 657 672"> <u>PRODUCTION QUANTITY W/FIRST ARTICLE</u> </div> <div data-bbox="261 703 623 804"> NOUN: M548 METAL BOX PRON: J52B0D02M2 PRON AMD: 02 AMS CD: CDC020 FMS CASE IDENTIFIER: S4-B-CDC </div> <div data-bbox="261 835 501 858"> <u>Packaging and Marking</u> </div> <div data-bbox="261 888 724 936"> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin </div> <div data-bbox="261 968 846 1121"> <u>Deliveries or Performance</u> DOC SUPPL <div> <div>REL CD</div> <div>MILSTRIP</div> <div>ADDR</div> <div>SIG CD</div> <div>MARK FOR</div> <div>TP CD</div> </div> <div>001 W52P1J21653B04 CDARGK M 1</div> <div>DEL REL CD</div> <div>001</div> <div>QUANTITY</div> <div>22</div> <div>DAYS AFTER AWARD</div> <div>0180</div> </div> <div data-bbox="261 1180 513 1201"> FOB POINT: Destination </div> <div data-bbox="261 1234 779 1333"> SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARGK) XR SECURITY SIGNALS INC 9509 MACON RD CORDOVA TN 38018-6511 </div>				
0001AF	<div data-bbox="261 1446 657 1467"> <u>PRODUCTION QUANTITY W/FIRST ARTICLE</u> </div> <div data-bbox="261 1499 623 1598"> NOUN: M548 METAL BOX PRON: J52B0D01M2 PRON AMD: 02 AMS CD: CDC019 FMS CASE IDENTIFIER: S4-B-CDC </div> <div data-bbox="261 1629 501 1652"> <u>Packaging and Marking</u> </div> <div data-bbox="261 1684 724 1732"> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin </div> <div data-bbox="261 1764 846 1917"> <u>Deliveries or Performance</u> DOC SUPPL <div> <div>REL CD</div> <div>MILSTRIP</div> <div>ADDR</div> <div>SIG CD</div> <div>MARK FOR</div> <div>TP CD</div> </div> <div>001 W52P1J21653B03 CDARGK M 1</div> <div>DEL REL CD</div> <div>001</div> <div>QUANTITY</div> <div>22</div> <div>DAYS AFTER AWARD</div> <div>0180</div> </div>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARGK) XR SECURITY SIGNALS INC 9509 MACON RD CORDOVA TN 38018-6511</p> <p><u>PRODUCTION QUANTITY W/FIRST ARTICLE</u></p> <p>NOUN: M548 METAL BOX PRON: J52B0A99M2 PRON AMD: 03 AMS CD: CDC018 FMS CASE IDENTIFIER: S4-B-CDC</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21653B02 CDARGK M 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 22 0180</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARGK) XR SECURITY SIGNALS INC 9509 MACON RD CORDOVA TN 38018-6511</p>				
0001AH	<p><u>PRODUCTION QUANTITY W/FIRST ARTICLE</u></p> <p>NOUN: M548 METAL BOX PRON: J52B0D78M2 PRON AMD: 02 AMS CD: UAP004 FMS CASE IDENTIFIER: HU-B-UAP</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21653B08 CDARGK M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 84 0180</p> <p>FOB POINT: Destination</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 8 of 43
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARGK) XR SECURITY SIGNALS INC 9509 MACON RD CORDOVA TN 38018-6511 <u>PRODUCTION QUANTITY W/FIRST ARTICLE</u> NOUN: M548 METAL BOX PRON: J52B0D76M2 PRON AMD: 02 AMS CD: UAP002 FMS CASE IDENTIFIER: HU-B-UAP <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21653B06 CDARGK M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 251 0180 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARGK) XR SECURITY SIGNALS INC 9509 MACON RD CORDOVA TN 38018-6511				
0001AK	<u>PRODUCTION QUANTITY W/FIRST ARTICLE</u> NOUN: M548 METAL BOX PRON: J52B0D77M2 PRON AMD: 03 AMS CD: UAP003 FMS CASE IDENTIFIER: HU-B-UAP <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52P1J21653B07 CDARGK M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 251 0180 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (CDARGK) XR SECURITY SIGNALS INC 9509 MACON RD				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001AL	CORDOVA	TN 38018-6511				
	<u>PRODUCTION QUANTITY W/FIRST ARTICLE</u>					
	NOUN: M548 METAL BOX					
	PRON: J52B0D75M2 PRON AMD: 02					
	AMS CD: UAP001					
	FMS CASE IDENTIFIER: HU-B-UAP					
	<u>Packaging and Marking</u>					
	<u>Inspection and Acceptance</u>					
	INSPECTION: Origin ACCEPTANCE: Origin					
	<u>Deliveries or Performance</u>					
	DOC SUPPL					
	REL CD	MILSTRIP	ADDR	SIG_CD	MARK FOR	TP_CD
	001	W52P1J21653B05	CDARGK	M		3
	DEL REL CD	QUANTITY	DAYS AFTER AWARD			
	001	84	0180			
	FOB POINT: Destination					
SHIP TO: <u>PARCEL POST ADDRESS</u>						
(CDARGK) XR SECURITY SIGNALS INC						
9509 MACON RD						
CORDOVA TN 38018-6511						
0001AM	<u>PRODUCTION QUANTITY W/FIRST ARTICLE</u>					
	NOUN: M548 METAL BOX					
	PRON: J52B0D80M2 PRON AMD: 02					
	AMS CD: UAP006					
	FMS CASE IDENTIFIER: HU-B-UAP					
	<u>Packaging and Marking</u>					
	<u>Inspection and Acceptance</u>					
	INSPECTION: Origin ACCEPTANCE: Origin					
	<u>Deliveries or Performance</u>					
	DOC SUPPL					
	REL CD	MILSTRIP	ADDR	SIG_CD	MARK FOR	TP_CD
	001	W52P1J21653B10	CDARGK	M		3
	DEL REL CD	QUANTITY	DAYS AFTER AWARD			
	001	251	0180			
	FOB POINT: Destination					
	SHIP TO: <u>PARCEL POST ADDRESS</u>					
(CDARGK) XR SECURITY SIGNALS INC						
9509 MACON RD						
CORDOVA TN 38018-6511						

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 10 of 43
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	<p><u>PRODUCTION QUANTITY W/FIRST ARTICLE</u></p> <p>NOUN: M548 METAL BOX PRON: R12A0H25M2 PRON AMD: 01 AMS CD: 41500684045 CUSTOMER ORDER NO: N4802902MPA1R50</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PLJ22283B01 W90Y6U J W90Y6U 3 <u>PROJ CD BRK BLK PT</u> W53XMD <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 6,000 0180</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p> <p>MARK FOR: SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099</p>				
0001AP	<p><u>PRODUCTION QUANTITY W/FIRST ARTICLE</u></p> <p>NOUN: M548 METAL BOX PRON: R12A0H06M2 PRON AMD: 03 AMS CD: 41500684045 CUSTOMER ORDER NO: N3172A02MPA2012</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PLJ21713B01 W90Y6U M W90Y6U 3 <u>PROJ CD BRK BLK PT</u> W53XMD <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 661 0180 002 1,339 0240</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001AQ	FOB POINT: Destination																																		
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099																																		
	MARK FOR: SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099																																		
	<u>PRODUCTION QUANTITY W/FIRST ARTICLE</u>																																		
	NOUN: M548 METAL BOX PRON: R12B0F97M2 PRON AMD: 02 AMS CD: 41300612003 CUSTOMER ORDER NO: N0007402MPDFQ09																																		
	<u>Packaging and Marking</u>																																		
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin																																		
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	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																	
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0001AR	<u>PRODUCTION QUANTITY W/FIRST ARTICLE</u>																																		
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	<u>Packaging and Marking</u>																																		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52P1J21723B03 W90Y6Y M W90Y6Y 3 <u>PROJ CD</u> <u>BRK BLK PT</u> W58H0J <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 4,676 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W58H0J) XR W0LG LAKE CTY ARMY AMMO PLANT PO BOX 1000 HWY 7 AND 78 BLDG 8 INDEPENDENCE MO 64051-1000 MARK FOR: SR W0LG LAKE CTY ARMY AMMO PLANT PO BOX 1000 ARMY PA FUNDED ACCT HWY 7 AND 78 WAREHOUSE 121 B INDEPENDENCE MO 64051-1000				
	<u>PRODUCTION QUANTITY W/FIRST ARTICLE</u> NOUN: M548 METAL BOX PRON: U12B0U97M2 PRON AMD: 02 AMS CD: 41300612003 CUSTOMER ORDER NO: FD20200213004 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52P1J21723B05 W90Y6Y M W90Y6Y 2 <u>PROJ CD</u> <u>BRK BLK PT</u> W58H0J <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 139 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W58H0J) XR W0LG LAKE CTY ARMY AMMO PLANT PO BOX 1000 HWY 7 AND 78 BLDG 8 INDEPENDENCE MO 64051-1000 MARK FOR: SR W0LG LAKE CTY ARMY AMMO PLANT PO BOX 1000 ARMY PA FUNDED ACCT HWY 7 AND 78 WAREHOUSE 121 B				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AT	INDEPENDENCE MO 64051-1000				
	<u>PRODUCTION QUANTITY W/FIRST ARTICLE</u>				
	NOUN: M548 METAL BOX				
	PRON: U12B0U99M2 PRON AMD: 02				
	AMS CD: 41300612003				
	CUSTOMER ORDER NO: FD20200213015				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
0001AU	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
	001 W52PLJ21723B06 W90Y6Y M W90Y6Y 2				
	<u>PROJ CD BRK BLK PT</u>				
	W58H0J				
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				
	001 316 0210				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W58H0J) XR W0LG LAKE CTY ARMY AMMO PLANT				
	PO BOX 1000				
	HWY 7 AND 78 BLDG 8				
	INDEPENDENCE MO 64051-1000				
	MARK FOR: SR W0LG LAKE CTY ARMY AMMO PLANT				
	PO BOX 1000 ARMY PA FUNDED ACCT				
	HWY 7 AND 78 WAREHOUSE 121 B				
	INDEPENDENCE MO 64051-1000				
	<u>PRODUCTION QUANTITY W/FIRST ARTICLE</u>				
	NOUN: M548 METAL BOX				
	PRON: U12B0U31M2 PRON AMD: 02				
	AMS CD: 41300612003				
	CUSTOMER ORDER NO: FD20200216842				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>				
	001 W52PLJ21723B08 W90Y6Y M W90Y6Y 2				
	<u>PROJ CD BRK BLK PT</u>				
	W58H0J				
	<u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>				
	001 558 0210				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 14 of 43
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
0001AV	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W58H0J) XR W0LG LAKE CTY ARMY AMMO PLANT PO BOX 1000 HWY 7 AND 78 BLDG 8 INDEPENDENCE MO 64051-1000</p> <p>MARK FOR: SR W0LG LAKE CTY ARMY AMMO PLANT PO BOX 1000 ARMY PA FUNDED ACCT HWY 7 AND 78 WAREHOUSE 121 B INDEPENDENCE MO 64051-1000</p> <p><u>PRODUCTION QUANTITY W/FIRST ARTICLE</u></p> <p>NOUN: M548 METAL BOX PRON: U12B0U60M2 PRON AMD: 02 AMS CD: 41300612003 CUSTOMER ORDER NO: FD20200216841</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W52PlJ21723B07</td><td>W90Y6Y</td><td>M</td><td>W90Y6Y</td><td>2</td></tr><tr><td></td><td><u>PROJ CD</u></td><td><u>BRK BLK PT</u></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td>W58H0J</td><td></td><td></td><td></td></tr></table> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>2,181</td><td>0210</td></tr><tr><td>002</td><td>5,370</td><td>0240</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W58H0J) XR W0LG LAKE CTY ARMY AMMO PLANT PO BOX 1000 HWY 7 AND 78 BLDG 8 INDEPENDENCE MO 64051-1000</p> <p>MARK FOR: SR W0LG LAKE CTY ARMY AMMO PLANT PO BOX 1000 ARMY PA FUNDED ACCT HWY 7 AND 78 WAREHOUSE 121 B INDEPENDENCE MO 64051-1000</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52PlJ21723B07	W90Y6Y	M	W90Y6Y	2		<u>PROJ CD</u>	<u>BRK BLK PT</u>						W58H0J				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	2,181	0210	002	5,370	0240				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																	
001	W52PlJ21723B07	W90Y6Y	M	W90Y6Y	2																																	
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																				
		W58H0J																																				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																																				
001	2,181	0210																																				
002	5,370	0240																																				
0001AW	<p><u>PRODUCTION QUANTITY W/FIRST ARTICLE</u></p> <p>NOUN: M548 METAL BOX PRON: R12B0H19M2 PRON AMD: 01 AMS CD: 41500684045 CUSTOMER ORDER NO: N3172A02MPA2015</p>																																					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AX	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52P1J22353B01 W90Y6U M W90Y6U 3				
	PROJ CD BRK BLK PT				
	W53XMD				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 2,117 0240				
	002 2,674 0270				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099				
	MARK FOR: SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099				
	PRODUCTION QUANTITY W/FIRST ARTICLE				
	NOUN: M548 METAL BOX PRON: RG2B0H09M2 PRON AMD: 01 AMS CD: 41302382008 CUSTOMER ORDER NO: N3172A02MPAX010				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52P1J22843501 Y00000 M 3				
	PROJ CD BRK BLK PT				
	DJO				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 269 0270				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 16 of 43
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AY	<p><u>PRODUCTION QUANTITY W/FIRST ARTICLE</u></p> <p>NOUN: M548 METAL BOX PRON: RG2B0H36M2 PRON AMD: 01 AMS CD: 41302382008 CUSTOMER ORDER NO: N3172A02MPAX020</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PLJ22833501 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> DJO <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 31 0270</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>				
0001AZ	<p><u>PRODUCTION QUANTITY W/FIRST ARTICLE</u></p> <p>NOUN: M548 CAN F/20MM M55A2 PRON: UG3B0U78M2 PRON AMD: 01 AMS CD: 41500684036 CUSTOMER ORDER NO: FD20200213035</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52PLJ30093501 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> DJO <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1,530 0270</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM</p>				

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
C-1	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 7258943- with revisions in effect as of 01 May 02 (except as follows):

NO EXCEPTIONS

(CS6100)

C-2	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with SECTION 5 OF MIL-S-23389, AMD 1 revision B, dated 26 OCT 93

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with SECTION 5 OF MIL-S-23389.AMD 1, REV B, DATED 26 OCT 93.

EXCEPTION: NONE

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with THE BEST COMMERCIAL PRACTICE THAT WILL ASSURE ARRIVAL AT DESTINATION UNDAMAGED. MEASURES SHALL BE MADE TO PREVENT SCRATCHES ON CONTAINERS. PALLET BOXES ARE ACCEPTABLE.

(End of clause)

(DS6204)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 20 of 43
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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ANSI/ASQC Q9001 OR Q9002; QUALITY PROGRAM
- () ISO 9001-2000; only design/development exclusions permitted
- () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)
(EF6001)

E-4	52.209-4512 OSC	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
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a. The first article shall consist of:

IAW MIL-C-23389

which shall be examined and tested in accordance it contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 21 of 43
Name of Offeror or Contractor:		

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSOS-PRS.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-5
52.246-4506
STATISTICAL PROCESS CONTROL (SPC)
MAY/1994

OSC

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and ZI.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-02-R-0182 MOD/AMD</p>	<p style="text-align: center;">Page 22 of 43</p>
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Name of Offeror or Contractor:

- e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.
- f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.
- g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.
- h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:
- (1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.
 - (2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.
 - (3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).
- i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:
- (1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.
 - (2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.
- j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).
- k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.
1. Not used.
 - m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.
 - n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 23 of 43
Name of Offeror or Contractor:		

(End of Clause)

(ES6034)

E-6	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-7	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 24 of 43
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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	OSC		

(End of Clause)

(FS7240)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 25 of 43
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
U.S. Army Operations Support Command
ATTN: AMSOS-CCM-F
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Operations Support Command
ATTN: AMSOS-PRB
Rock Island, IL 61299-6000

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-2	52.242-4506 OSC	PROGRESS PAYMENT LIMITATION	MAR/1988
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Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed TEN percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-3	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 26 of 43
---------------------------	--	----------------------

Name of Offeror or Contractor:

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		
		(End of Clause)

(HA7502)

H-4	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995

		(End of clause)	

(HA7503)

H-5	52.247-4545 OSC	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 27 of 43
	PIIN/SIIN	MOD/AMD	

DAAA09-02-R-0182

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222.21	PROHIBITION OF SEGREGATION FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-26	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-27	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-28	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-29	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-30	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-31	52.232-1	PAYMENTS	APR/1984
I-32	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-35	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	MAY/2001
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-43	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-44	52.242-13	BANKRUPTCY	JUL/1995
I-45	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-46	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-47	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)	DEC/1989
I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-49	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-50	52.248-1	VALUE ENGINEERING	FEB/2000
I-51	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-52	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-53	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-54	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 28 of 43
	PIIN/SIIN	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
		RELATED FELONIES	
I-55	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-57	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-58	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-59	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-60	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-61	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-62	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-63	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-64	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-65	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-66	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-67	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-68	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-69	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-70	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-71	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-72	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) in CLIN 0001 by a quantity of up to and including but not exceeding 200 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) in CLIN 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding the final delivery on the contract by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option
(F.O.B. Destination)

\$_____ CLIN 0002

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 29 of 43
---------------------------	--	----------------------

Name of Offeror or Contractor:

for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-73 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 180 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-74 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 30 of 43
--------------------	---	---------------

Name of Offeror or Contractor:

(IF7018)

I-75

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY/2002

(End of clause)

(IF7045)

I-76

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-77

252.211-7005

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

MAR/1999

DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Name of Offeror or Contractor:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-78	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
***	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-79	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
***	OSC		

(End of clause)

(IS7025)

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) (DD FORM 1423)	11-NOV-02	003	
Attachment 001	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 002	GUIDANCE ON DOCUMENTATION OF CDRL		002	
Attachment 003	DOCUMENT SUMMARY LIST		002	
Attachment 004	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		003	
Attachment 005	ADDRESS LIST		001	
Attachment 006	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 007	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 008	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 009	TECHNICAL DATA PACKAGE	01-MAY-02	0CD	
Attachment 010	DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL)		007	
Attachment 011	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS (15 CFR 700) (OSC FORM 715-3)		001	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 33 of 43
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332439.

(2) The small business size standard is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 34 of 43
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Name of Offeror or Contractor:

(End of provision)

(KF6003)

K-4 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-5 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(d) Taxpayer Identification Number (TIN).

- () TIN:
- () TIN has been applied for.
- () TIN is not required because
- () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.

- () Sole proprietorship
- () Partnership
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government
- () International organization per 26 CFR 1.6049-4;
- () Other

(f) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:
Name:
- TIN:

(End of Provision)

(KF7043)

K-6 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 35 of 43
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Name of Offeror or Contractor:

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(End of provision)

(KF7003)

K-752.209-5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()

are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()

has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-852.215-6

PLACE OF PERFORMANCE

OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE

(STREET ADDRESS, CITY

STATE, COUNTY, ZIP-CODE)

NAME AND ADDRESS OF OWNER

AND OPERATOR OF THE PLANT

OR FACILITY IF OTHER THAN

OFFEROR OR RESPONDENT

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 36 of 43
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Name of Offeror or Contractor:

(End of provision)

(KF7035)

K-9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984
The offeror represents that (a) it

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(b)(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33 or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 37 of 43
	PIIN/SIIN	DAAA09-02-R-0182 MOD/AMD	
Name of Offeror or Contractor:			

(End of provision)

(KF7058)

K-12252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFARS

AUG/1992

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 38 of 43
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	JUL/2000
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-8	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-9	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Headquarters
Operations Support Command
ATTN: AMSOS-CCM-F/Ms. Melanie A. Johnson
Rock Island, IL 61299-6000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 39 of 43
---------------------------	--	----------------------

Name of Offeror or Contractor:

L-10 15.305(A)(2)(II PAST PERFORMANCE INFORMATION OCT/1997
)
 Offerors shall submit the following information for NAICS Code 332439 (formerly Standard Industrial Classification (SIC) Code 3499) as part of their proposal:

a. A description of your recent, relevant government/commercial contracts received. Government contracts are those with the federal, state, or local government agencies.

- (1) Name of contracting activity/commercial firm
- (2) Contract number
- (3) Contract type (fixed price or cost reimbursable)
- (4) Total contract value
- (5) Description of work/NSN, Part Number, Nomenclature, Quantity
- (6) Contracting officer/contract manager and telephone
- (7) Administrative contracting officer, if different from (6), and telephone

(8) A brief summary of each contract cited, addressing the following factors: recent, relevant past performance, which includes on-time delivery and quality. Offerors without corporate recent, relevant past performance may submit past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

b. The offeror shall provide information on problems encountered on the contracts identified in (a).

Please add pages as required to provide the information requested.

(LF6048) (End of provision)

L-11 52.211-4510 PARTNERING AUG/2001
 AMC

***The principal government representatives for this effort will be:
 Melanie A. Johnson, Contracting Officer
 Shirlene Wise, Contract Specialist

(LM6100) (End of Provision)

L-12 52.211-4501 SINGLE PROCESSING INITIATIVES SAVINGS PROVISION AUG/1999
 OSC

 (LS6040)

L-13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 40 of 43
Name of Offeror or Contractor:		

(End of provision)

(LF7015)

L-14 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-15 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-R-0182 MOD/AMD	Page 41 of 43
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-4	EVALUATION OF OPTION EXERCISED AT TIME OF CONTRACT AWARD	JUN/1988
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

a. Recent, Relevant Past Performance: We will evaluate the information provided by the offeror on its recent, relevant contracts.

(1) On-time delivery: The offeror's rating will be based upon its record of on-time deliveries. The original contract delivery schedule will be compared to the actual deliveries to determine whether deliveries were made on time. The offeror shall include the reason(s) for slippages and whether a revised contract delivery schedule was incorporated. We may use sources other than the offeror's proposal to gather information and evaluate the predetermined factors. These sources include, but are not limited to, contracting and pre-award offices at other major subordinate commands.

(2) Quality, Quality Deficiency Reports (QDRS) and/or Quality Program Problems: The offeror's process to improve product quality will be evaluated. The offeror is required to submit data explaining corrective actions it has taken to improve its process and/or solve its quality problems. The offeror is required to disclose information about Requests for Waiver (RFWs), Requests for Deviation (RFDs), Quality Deficiency Reports (QDRs) (or commercial equivalent), First Article Test Failures, Lot Acceptance Test Failures and/or other Quality Program related problems. The submission must be clear and concise when describing the deficiency, corrective action taken, and implementation date. We may use sources other than the offeror's proposal to gather information and evaluate the predetermined factors. These sources include, but are not limited to, contracting and pre-award offices at other major subordinate commands.

b. Price: The proposed price will be evaluated in accordance with the price related factors stated in the solicitation.

c. For purposes of evaluation, recent, relevant past performance is significantly more important than price. The subfactors of recent, relevant past performance (on-time delivery and quality) are of equal importance.

(1) Recent is defined as occurring within the past three years before the date the solicitation closes.

(2) Relevant is defined as the same or similar items requiring the same or similar manufacturing processes, skills, and abilities.

d. Ratings Evaluation Criteria: Past Performance (On-Time Delivery and Quality) ratings will be Unsatisfactory, Fair, Good, or Excellent based on performance risk. The lower the risk, the higher the rating. If an offeror has no recent, relevant past performance, the offeror will receive an Unknown Risk rating. To enable trade-offs, a Level of Confidence Assessment Rating (LOCAR) will be assigned based on an assessment of the offeror's experience in three areas.

(1) Performance risks listed below will be used to determine the likelihood of an offeror's success in performing the solicitation requirements. Offerors are cautioned that, in conducting the past performance risk assessment, the Government may use information provided by the offeror in its proposal and information obtained from other sources. Since the Government may not interview all of the sources provided by offerors, it is incumbent upon the offeror to explain the relevance of the data provided.

(2) Past Performance (timeliness of deliveries and quality)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-02-R-0182 MOD/AMD</p>	<p style="text-align: center;">Page 42 of 43</p>
--	--	---

Name of Offeror or Contractor:

Unsatisfactory: There is extreme doubt whether the offeror would comply with the quality requirements and perform in accordance with the delivery schedule. The offeror has recent, relevant past performance with a history of experiencing many quality related problems such as QDRs, RFWs, RFDs, First Article Test Failures, and/or Lot Acceptance Test Failures that are the fault of the offeror and/or deliveries are rarely on time.

Fair: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. Offeror has recent, relevant past performance; however, deliveries are seldom on time and/or a history of experiencing some quality related problems such as QDRs, RFWs, RFDs, First Article Test Failures, and/or Lot Acceptance Test Failures that are the fault of the offeror.

Good: Some doubt exists that the offeror will successfully perform the required effort. Offeror has recent, relevant past performance and its deliveries are usually on time and/or has a history of experiencing few quality-related problems such as QDRs, RFWs, RFDs, First Article Test failures, and/or Lot Acceptance Test failures which are the fault of the offeror.

Excellent: Essentially no doubt exists that the offeror will successfully perform the required effort. Offeror has recent, relevant past performance and the deliveries are consistently on time. Any history of quality related problems such as QDRs, RFWs, RFDs, First Article Test Failures, and/or Lot Acceptance Test Failures have been essentially insignificant and will not affect performance risk.

Unknown Risk: There is no meaningful record of recent, relevant past performance. The lack of performance history is not grounds for disqualification for award, but may cause the offeror to receive less favorable consideration than an offeror with favorable performance history. Conversely, new offerors may receive more favorable consideration than scored offerors with poor performance history.

(3) Level of Confidence Assessment Rating (LOCAR). Each offeror will be assigned a LOCAR based on experience in the following areas: phosphate coating, seam welding for watertight applications, and application of lacquer-based paints on steel products. These three areas have proved troublesome to some past producers. The LOCAR ratings are:

High - More likely to succeed than fail. If the offeror is more likely to succeed but is closer to 50-50, a rating of High- will be assigned. If an offeror is closer to certain success, a rating of High+ will be assigned.

Marginal - Equally likely to succeed or fail (50-50).

Low - More likely to fail than succeed. If the offeror is more likely to fail but is closer to 50-50, a rating of Low+ will be assigned. If an offeror is closer to certain failure, a rating of Low- will be assigned.

(End of Provision)

(MP6012)

M-4 15.304(C) EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD OCT/1997

(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

(1) Recent, relevant past performance which includes on-time delivery and quality which includes Quality Deficiency Reports (QDRS), Request For Waivers (RFWS), Request For Deviations (RFDs), First Article Test Failures, Lot Acceptance Test Failures, and/or Quality Program problems. (The subfactors of on-time delivery and quality are of equal importance.)

(2) Price (Past Performance is significantly more important than price).

(End of Provision)

(MP6025)

M-5 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998

DFARS

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the for which the offeror requests duty-free

Name of Offeror or Contractor:

entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

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(End of provision)

(MA7700)